

April 25, 2003

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2003 HAY -1 A II: 50

Attorneys At Law

Sue Lawless, Esq. Federal Motor Carrier Safety Administration **Eastern Service Center** 10 South Howard Street, Suite 4000 Baltimore, MD 21201

Peter S. Plumb John C. Lightbody Thomas C. Newman John C. Bannon Susan D. Thomas Drew A. Anderson Richard L. O'Meara Christopher B. Branson Michael D. Traister Amy M. Sneirson

In the Matter of B & J Transportation, Inc. Re: Docket No. FMCSA-2001-10358 - 22

Dear Sue:

THB/scg

cc:

Enclosures

Service List

Barbara L. Goodwin

Timothy H. Boulette John B. Shumadine

Crystal L. Bulges

Of Counsel: Barbara T. Schneider

E. Stephen Murray (1941-2001)

75 Pearl Street Post Office Box 9785 Portland, Maine 04104-5085

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I enclose B & J Transportation, Inc.'s Supplemental Response to Second Request for Production of Documents.

This Supplemental Response includes, per our agreement, the leases for the named drivers in the above captioned matter that cover the dates of the alleged violations. Where it is not already obvious, we have noted for your convenience the name of the driver associated with the lease. Also, because the rear of each lease form is identical, I have included just one copy.

Please note that we are unable to locate a lease associated with Jerry Layne Sr. at this time.

Very truly yours,

Timothy H. Boulette

BEFORE THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION WASHINGTON, D.C.

In the matter of)
)
B & J TRANSPORTATION, INC.) DOCKET NO.: FMCSA-2001-10358
) Old Case No.: ME-01-026-752
Respondent	

B & J TRANSPORTATION, INC.'S SUPPLEMENTAL RESPONSE TO SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1.: Any and all lease agreements for transportation services provided to B & J in effect during the period January 1, 2000 to January 1, 2003.

OBJECTION: B & J objects to Request No. 1 on the grounds that it is overbroad, unduly burdensome, and seeks documents neither relevant to the subject matter of this litigation nor reasonably calculated to lead to discovery of admissible evidence.

<u>SUPPLEMENTAL REPONSE:</u> Lease agreements in B & J Transportation, Inc.'s possession for the drivers/owner-operators named in the Notice of Claim, and covering the days on which the alleged violations occurred, are attached.

Date: April 25, 2003

John C. Lightbody Timothy H. Boulette

Counsel for B & J Transportation, Inc.

S:\B\BJT101\FHWA\R-PROD #3 04-24-03.DOC

Randy N Henderson

MASTER LEASE AGREEMENT

From	1-09-01	/Dotob = =	<u>-</u>	To _	1-31-02	(Data)		
This agreement is	s between (Name	e) (DaleB&J	TRANSPO	DRTATION, INC. ARS HILL (Lessee)	Y230-17-11-11-11-11-11-11-11-11-11-11-11-11-	MC#	361382	
Address P•	O. BOX 550	U	City M	ARS HILL (Lessee)	State ME Zi	p <u>04758</u> Phon	e 207–368	-4371
hereinafter called	the LESSEE, a	carrier engage	ed in the bus	iness of transporting prop	erty by motor vehicle,	AND 223	-36-4332	
(Owner-Lessor's I	Name) <u>JAM</u>	ES L. WE	STERDAHI	, , , , , , , , , , , , , , , , , , ,	Soc.	Sec./Fed. ID#	207 52	0.0074
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n addition, the L	essee agrees to	pay Lessor	100	_ % of all detention and	accessorial service c	harges.		
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Also, Section 39	5.8(j)(2) require	s a motor ca	rrier who us	es a driver intermittently e at which the driver was	to obtain from that d	lriver a signed stateme	ent giving the t	total time on
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	Coll. A.						 	TARREST MAN

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From	6-22-00			To	6-30-	-2001		:
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uty during the in	nmediately prec	eding 7 days	and the time at w	hich the driver was	s last relieved from du	ty prior to beginning wo	ork for the moto	or carrier.
PECIAL INS	TOUCTIONS	EIGH	TY DOLLARS	WEEKLY IS D	בטנוטיידט בטס כיו	ARGO & LIABILIT	ייט דאוכינזם <i>א</i> ו	MOD
THIS LEASE	C, SSRS & 3	INSURANCI	E COVERS TH	E ABOVE EOU	IPMENT WHILE U	INDER DISPATCH	THRU B&J	TRANS.
ONLY. ANY	LOAD ADV	NCED MOI	RE THAN 40%	, BROKERAGE	INCREASES AND	OTHER 5%.		
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NEWPOR	T MA	NE	6-22-00	J		ALO DIENT	$\overline{0}$	
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Capyright 1996 & Publish Regu	od by. J. J. KELLER & ASSON letory & Compliance - Publica To Reorder Call: 1-8	ions, Printiets & Senic	Wisconsin 54957-0366	LESSEE CO	עמ). 82-F\$-C4
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iddress	LUL LEODEE		City	MAKO HIDDA	State Zip	ND Phor	ne207-36	0-43/1
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n addition that	Lessee agrees	to pay Lessor	100	% of all detention and	d accessorial service c	narges.		
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REMINDER TO) LESSEE: Mote	res a motor ca	arrier who us	use drivers who are qua ses a driver intermittentl se at which the driver wa	v to obtain from that d	lriver a signed statem	nent giving the	total time o
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From		9-30-(JU NICDO	DRTATION, INC. ARS HILL (Lessee)	9-3	(Date)	251200	
Address P.O.	BOX 550)B&U_	TRANSPO City M7	DC HITT (Lessee)	OLL ME		# 361382	
hereinafter called	the LESSEE and	arrier engage	ed in the bus	iness of transporting prop	State	AND	one 207-300	r-47\T
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Address <u>1922</u>	FAIRHOPE	ROAD	City RC)ANOKE	State VA Z	Zip 24017 Ph	one	
hereinafter called	the LESSOR, be	ing the owner	r of or Lesse	e with right of release to	Lessee herein, the eq	uipment identified befor	w.	
			EC	UIPMENT IDEN	TIFICATION			
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			CO	MPENSATION A	GREEMENT			
For and in conside	eration of the sum	of \$		or <u>90</u> %		\$ (cents/cwt; cents/	/loaded mile).
t is hereby agree	ed that the Lesso	or shall lease	the vehicle	es identified below to Le and conditions set fort	ssee for use in loading	ng and transporting si	uch property as	Lessee may
the same as if w	vritten below. Pa	ayment of sa	aid compen	sation is due and paya	ible to Lessor within	15 days after submi	ssion of necess	sary delivery
documents, Less	ee identification	device and	other paper	work concerning trip in ocuments, listed as foll	the service of Lesse	e. Such delivery docu	uments and pap	erwork shall
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Ombi	R IO RESPO	MOTORE L	OK KEPO	KILING & PAYMEN.	TOF ALL ROAD	& FUEL TAXES.		
The DRIVER			esponsible f	or loading & unloading t	he property onto and	from the motor vehicl	e. The compens	sation, if any
to be paid for this	service is \$	N/A						
in addition, the Le	onnos naross to	nov Looper	100	9/ of all detection and		aharaaa		
in addition, the Le	essee agrees to	pay Lessoi .	100	_ % of all detention and	accessonal service	charges.		
REMINDER TO L	ESSEE: Motor	carriers are r	equired to u	ise drivers who are qua	lified under the safety	regulations at 49 CF	R Secs. 391,63	and 391.65
duty during the in	nmediately prece	eding 7 days	and the time	es a driver intermittently e at which the driver wa	y to obtain from that s last relieved from d	uty prior to beginning	work for the mo	total time on tor carrier.
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HIS LEASE,	SSRS & IN	SURANCE	COVERS	THE ABOVE EQUIP	PMENT WHILE UN	WDER DISPATCH	THRU B&J	TRANS.
				0%, BROKERAGE	INCREASES ANO.	THER 5%.	77	
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NEWPORT		MAINE	•	9-11-00 Sign	ature of Lessor X	Marriage 1/	Christian Comment	
					ature of Lessee X	herule (Ellen.)
City		State		Date	atule of Fesses V			
Copyrigi¥ 1998 & Publish "Regu	ned by: J. J. KELLER & ASSON Statory & Compliance - Frubica Tal Boordy: Call 148	HATES, INC Neenal' tions: Products & Some no. 127, sees	i, Wisconsin 54957-03 205	LESSEE CO	PY		FORM N	IO. 82-FS•C4 (Bey. 10/98)

Gary Woody.

Erom	10-02-	-00		-	10 21 0	L		
This agreement i	is between (Name	Dale) B&	J TRANSPO	ORTATION, INC.	10-31-0	(Daic)	26120	
Address }	P.O. BOX 5	50	City M	ARS HILL (Lessen)		MC®	30138	4
heroinatter collec	Uholecce o	operior once	CRY	ness of transporting prop	State ME Z	ip <u>04758</u> Phon	e - 207- 36	8 -437 1
(Owner-Laccor's	Name)	C C MO	TOV MENTOR	ness of transporting prop	erty by motor vehicle,	AND		
Address 3700	Mane)	T DT VID 41	OUT TRUCK	KING INC.	Soc	. Sec./Fed. 1D#		
horeinattor called	The LESCOR I	V DLIVL #	ZOUCITY _U	XLAHOMA_CITY	State OK Z	ip73118 Phon	.6	
neremaner canet	THE LESSON, DI	any me owne	er of or Lessee	e with right of release to L	essee ricrein, the equ	ipment identified below		
			EQ	UIPMENT IDEN	TIFICATION			
EQUIPMENT (Tractor/Trailer)	MAKE	YEAR	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
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t is hereby agre require for the ti the same as if a documents, Less consist of log bo	ed that the Less me period speci written below. P see identification ooks required by	or shall leasified and und ayment of so device and the D.O.T.	e the vehicles er the terms aid compens other paperv	MPENSATION A or 90 % is identified below to Les and conditions set forth ation is due and payat work concerning trip in to cuments, listed as follo TING & PAYMENT	of gross revenue, or \$ see for use in loadin below and on the re ble to Lessor within the service of Lessee ws. necessary for th	g and transporting suce everse side hereof which 15 days after submisse. Such delivery docurre e authorized carrier to	h property as the chartening made a sion of necessions and page	Lessee may part hereof ary delivery erwork shall
The <u>DRIV</u>	כוה	chall be r	aanaanibla fa	u landina Pandanalia adi				
to be paid for this				r loading & unloading th	e property onto and i	rom the motor vehicle.	rne compens	ation, if any,
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n addition, the L	essee agrees to	pay Lessor	100	_ % of all detention and	accessorial service o	harges.		
REMINDER TO	LESSEE: Motor	carriore are	raquirad ta u	co drivere who are evel	final condendation nations.	-noulations at 40 CED	0 001.00	OO - OE
Also. Section 39	5.8(j)(2) require:	s a motor ca	rrier who use	se drivers who are quali s a driver intermittently at which the driver was	to obtain from that c	lriver a signed stateme	nt aivina the t	otal time on
SPECIAL INS	STRUCTIONS	s. EIGHT	Y DOLLAR	S WEEKLY IS DEI	OUCTED FOR CAL	RGO & LIABILITY	Y INSURAN	CE.
THIS LEASE,	, SSRS & II	NSURANCE	COVERS	THE ABOVE EQUIP	PMENT WHILE UN	IDER DISPATCH T	THRU B&J	TRANS.
ONLY. ANY	LOAD ADVA	VCED MOR	E THAN 4	0%, BROKERAGE 1	NCREASES ANOT	THER 5%.	-;-//	
N WITNESS WH EXECUTED THIS	EREOF, THE PA S AGREEMENT A	IRTIES HERI AT	ETO HAVE	~،	, , , , /	MANUAC MAN	1/1/ c	7
NEWPORT				Signa 10-02-00	ture of Lessor X	My Company		<u>/ ` </u>
					lure of Lessee X	eller Fr	100	
City	hed by: J. J. KELLER & ASSO	State	la Manuacia desire act	Date			7	0.00.00
"Reg	neo by, 3.3 KEILEH & ASSO ulalony & Comphance - Public To Reorder Call: 14	tions, Products & Serv	n, tylsconein 5490/-036i ices:	LESSEE CO	РΥ			0. 82-FS-C4 (Rev. 10/98)

From		NOVEMB	ER 28.20	00Το	DECEMBER	31,2001		
This agreement is	between (Name)(Dala) B&J	TRANSPO	RTATION, INC.		(Date) MC#	361382	
Address P.Q.	BOX 550	,	City MA	OO TO	State ME Zi	p 04758 Phor	ne 207-368	-4371
hereinafter called	the LESSEE, a c	arrier engage	ed in the busi	ness of transporting prop	erty by motor vehicle, A	AND		
(Owner-Lessor's I	Vame) RAYN	OND DES	HANE	RANGE	Soc.	Sec./Fed. ID#_005_	36 - 4301	
herematter called	the LESSOR, be	ing the owne	r of or Lessee	with right of release to I	Lessee herein, the equi	pment identified below.	207-7	94-6525
			EQ	UIPMENT IDEN	TIFICATION			
EQUIPMENT (Tractor/Trailer)	MAKE	YEAR	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
TRACTOR	STER	1999		2FWGXZB8 XAA49413	630	102876	OK	
			COI	MPENSATION A	GREEMENT			
For and in conside	eration of the sun	n of \$		or QQ %	of gross revenue or \$	(c	ents/cwt; cents	/loaded mile
it is hereby agree require for the tir the same as if vidocuments, Less consist of log bo	ed that the Less ne period specil vritten below. P see identification oks required by	or shall leas fied and und ayment of s device and the D.O.T.	e the vehicle ler the terms aid compens other paper and those de	s identified below to Le and conditions set fort sation is due and paya work concerning trip in ocuments, listed as foll RTING & PAYMENT	issee for use in loading the leading the restance of the restance of Lesser own, necessary for the service of the service of the service of the service of the service of the service own, necessary for the service own, necessary for the service of the service of the service own, necessary for the service own, necessary for the service of the service	g and transporting suc everse side hereof wh 15 days after submis e. Such delivery docur e authorized carrier to	on property as lich are made a sion of necess ments and pap	a part hered sary deliver perwork sha
TheDRIVE			esponsible fo	or loading & unloading t	he property onto and	from the motor vehicle	. The compens	sation, if any
to be paid for this	s service is \$ _	N/-A						
In addition, the L	essee agrees to	pay Lessor	100	_% of all detention and	d accessorial service of	charges.		
Also, Section 39	5.8(i)(2) require:	s a motor ca	rrier who use	se drivers who are qua es a driver intermittentle e at which the driver wa	y to obtain from that o	triver a signed statem	ent giving the	total time of
HIS LEASE,	SSRS & IN	SURANCE	COVERS '	S WEEKLY IS DEI THE ABOVE FQUII 0%, BROKERAGE	PMENT WHILE UN	DER DISPATCH	Y INSURAN THRU B&J	CE. TRANS.
IN WITNESS WH			ETO HAVE	Sign	nature of Lessor X	ace Duka		
NEWPOR'	r	MAIN	21-28-00	3	nature of Lessee X	Keruso (NO 26	١
	hist by J. J. KELLER's ASSO Solony 3 Compliance - Public			Date			FORM I	NO. 82-FS-C

From		FEBR	UARY 05	,2001 To	FEBRUAR:	Y 28,2002		
This agreement i	s between (Name) - (Dan BSJ	TRANSPO	RTATION, INC.		(Date) MC#	361382	
				RS_HILL ness of transporting pro-			ne - 207368	-4371
						c. Sec./Fed. ID# rip 73 105 Phor		7042
nereinafter called	the LESSOR, be	ing the owne	r of or Lesse	with right of release to	Lessee herein, the equ	uipment identified below		
			EQ	UIPMENT IDEN	TIFICATION			
EQUIPMENT (Tractor/Trailer)	MAKE	YEAR	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
TRACTOR	KM	1979		166878-S		1RX247	OK	
require for the ti the same as if documents, Less consist of log bo shipper:	me period specification below. Passe identification books required by	ied and undi ayment of si device and the D.O.T. a	e the vehicle er the terms aid compens other papen and those do	and conditions set fort sation is due and paya work concerning trip in	of gross revenue, or sessee for use in loading the below and on the rable to Lessor within the service of Lesse ows, necessary for the	g	on property as ich are made a sion of necessments and pap	part here ary delive erwork sha
1110 <u></u>	VER_s service is \$		esponsible fo	or loading & unloading t	he property onto and	from the motor vehicle	. The compens	ation, if an
n addition, the L	.essee agrees to	pay Lessor	100	_% of all detention and	d accessorial service	charges.		
Also, Section 39	5.8(j)(2) requires	a motor car	rier who use	es a driver intermittentl	y to obtain from that	regulations at 49 CFF driver a signed statem uty prior to beginning w	ent giving the	total time c
HIS LEASE,	SSRS & INC	URANCE	COVERS 1	HE ABOVE EQUIP	MENT WHILE UN	RGO & LIABILITY IDER DISPATCH 1		
N WITNESS WH	LOAD ADVANG EREOF, THE PA S AGREEMENT A	RTIES HERE		%, BROKERAGE 1	,	DER 5%.		
NEWPOR		MAINE		Sigr 	lature of Lessee X	houll I	Man	
Gity FCopyrrght 1798 3 Public नक	ther by J. J. KELLUR & ASSO- julatory 4. Compliance - Publica To Reorder Call: 1-8	gans Probabilis Servi	n, Wesconsin 54957-596 ers'	Date			FORM N	O. 82-FS-C

Dauglas Peel

_	1130 00				11 20	0.1		
From	11-30-00	, (Diese, T	TRANSPOR	TATION, INC.	11-30-	-U1 (Date)	261202	
Address P.O.	BOX 550	e)	TIVE COMMO	S_HILL (Lessee)	State ME 7	MU1	201302	4271
				iness of transporting pro			:6%U1-308-	43/-1
(Owner-Lessor's N	Jame)	JOHN GA	RNETT TR	UCKING	Soc	Sec./Fed. ID# 10-	460368	
Address 3700	CLASSEN 1	BLVD #25	O City O	KLAHOMA CITY	State QK Zi	p	ne	
				e with right of release to				
			50	UDARENT IDEN	TIPLO ATION			
			EQ	UIPMENT IDEN	HEICATION			
EQUIPMENT	MAKE	YEAR	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
(Tractor/Trailer)	MARE	TEAN	MODEL		ONIT NOWBER	LICENSE NO.	SIAIE	TEAN
mby Carob	Domi	1000		1FUPCSZB5WL		330000	0	
TRACTOR	FRTL	1998	ļ	974062	325	1ND867	OK	
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				MPENSATION A				
For and in consider	eration of the su	m of \$	a the vahiete	or 90 %	of gross revenue, or \$	and transporting cut	ents/cwt; cents/	loaded mile),
require for the tin	ne period spec	ified and und	ler the terms	and conditions set for	th below and on the re	verse side hereof whi	ich are made a	part hereol
the same as if w	vritten below. F	Payment of s	aid compens	sation is due and paya work concerning trip in	able to Lessor within	15 days after submis	sion of necess	ary delivery
consist of log boo	oks required by	y the D.O.T.	and those di	ocuments, listed as fol	lows, necessary for the	e authorized carrier to	secure paym	ent from the
shipper: OWNER	IS RESPONS	SIBLE FO	R REPORT	ING & PAYMENT	OF ALL ROAD &	FUEL TAXES.		
	_ = :		•	or loading & unloading	the property onto and f	rom the motor vehicle	. The compens	ation, if any,
to be paid for this	service is \$ _	N,	/A	·				
In addition, the Le	essee adrees to	o pav Lessor	100	% of all detention and	d accessorial service c	haroes.		
REMINDER TO L	_ESSEE: Motor 5.8(i)(2), require	r carriers are	required to u	ise drivers who are qua es a driver intermittent	alified under the safety by to obtain from that d	regulations at 49 CFF triver a signed statem	l Secs. 391.63 ent giving the	and 391.65. total time on
duty during the in	nmediately pro	ceding 7 days	s and the time	e at which the driver wa	as last relieved from du	ity prior to beginning w	ork for the mo	tor carrier.
				WEEKLY IS DED				
				HE ABOVE EQUIP			HRU B&J TI	RANS.
				%, BROKERAGE I	NCREASES ANOTH	ER 5%.	1_0	7-
IN WITNESS WHI EXECUTED THIS			ETO HAVE		/	I had s	1 June	K
		A1		•	nature of Lessor X	1/1/1	- July	
NEWPORT,	MAINE			11-30-00	nature of Locace	X 100_ 17	200	
City	-	State		Date	nature of Lessee X	<i>y</i> 10	1	D 00 5:
	red by: .F J KELLER & ASS ulatory & Compliance - Publi To Reorder Call: 1	iculions, Products & Ser		LESSEE CO	OPY		** FORM N	O. 82-F\$-C4 (Rev. 10/98)

Mark Maples

recid
10/29/01
Jan

From	2-12-2001			₹	2-28	-2002		
This agreement is	s between (Name	e) (Dale) B	&J TRA	NSPORTATION.	2-28 INC.	(Date) MC	367	302
Address	E-III- HUX D	DU	City	MARS HTTT	State MR 7	in 04759 Pho	ne 201.	7-368-437
nereinatter called	the LESSEE, a	carrier engaged i	n the husi	ness of transporting or	conodic by rooter unbide	1117		
(Owner-Lessor's	Name) MALI	JOIND KAROKI	¥		Can	C # 1 15 # 49	1882935	
, Ida			UILY JELL	MINITURE	State IA 7	in 5/1246 Pho	TA N	
Hereinalter caned	me LESSOH, De	eing the owner of	or Lesse	e with right of release t	o Lessee herein, the equ	ipment identified below	,	
			EQ	UIPMENT IDE	NTIFICATION			
EQUIPMENT (Tractor/Trailer)	MAKE	YEAR N	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
TRACTOR	PETE	1999		1XP5DB9X <b>B</b> XD 473268	3A	PS2966	IA	
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the same as if w documents, Less consist of log boo shipper:	ritten below. Page identification oks required by	ayment of said of device and other the D.O.T. and	e vehicles le terms compens er paperv those do	and conditions set for ation is due and pay york concerning trip is cuments, listed as to	AGREEMEN 1 % of gross revenue, or \$ .essee for use in loadin rth below and on the re lable to Lessor within in the service of Lessee llows, necessary for the AYMENT OF ALL F	everse side hereof whi 15 days after submiss a. Such delivery docun e authorized carrier to	on are made a sion of necess nents and pap secure paymo	ary delivery
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The <u>griver</u> to be paid for this		_ shall be respo n/a	nsible for	loading & unloading	the property onto and f	rom the motor vehicle.	The compens	ation, if any,
in addition, the Le	essee agrees to	pay Lessor	100	% of all detention an	id accessorial service c	harges.		
4180, Section 395	.8(I)(Z) requires	a motor carrier	who use	e drivers who are qua	alified under the safety ly to obtain from that d as last relieved from du	regulations at 49 CFR	nt aiving the t	otal time on
SPECIAL INS THIS LEA			TY DOI	LARS WEEKLY I	S DEDUCTED FOR EQUIPMENT WHIL	CARGO & LIAE	ILITY INS	URANCE.
ONLY. 1	ANY LOAD A	DVANCED MO	RE THA	N 40%, BROKER	AGE INCREASES	ANOTHER 5%.		
N WITNESS WHE EXECUTED THIS	REOF, THE PAI	RTIES HERETO			nature of Lessor X			_
NEV	PORT	MAI	NE		Autore of Lesson A	J. / 1 -		
					nature of Lessee X		<u>(C</u>	
City Copyright 1898 & Publishe Megus	d by: J. J. KELLER & ASSOC alony & Compliance - Philippa To Recorder Call: 1-80	State  IATES, INC. Neenah, Wiscon ons, Products & Services*	nsin 54957-0368	VEHICLE C	م موقع _{ساس} ه		FORM NO	D. 82-FS-C4

(49 C.F.R. PART 376)

From the consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  FOR and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  FOR and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  For and in consideration of the sum of \$  COMPENSATION AGREEMENT  Fo							l		
Address Z.O. BOX 550 city MARS HITL.  State ME Z.P. 04758 Phone 207-368- breinstate roaded the LESSEs a corrier engaged in the business of stransporting property by motor vehicle. AND  Consult-lessor's Name; MINCEY TRANSCORTATION  Soc. Sec. Feet. 109253=170973  Address Z.O. Sec. XCAMORE MY  OTY CLARKSVILLE  State GA Z.P. 30523  Phone 706-206-5  bereinstater called the LESSOR, being the owner of or Lessee with right of releases to Lessee herein. The equipment identified below.  EQUIPMENT IDENTIFICATION  EQUIPMENT  TRACTOR FRIST  1992  COMPENSATION AGREEMENT  Soc. Sec. Feet. 109253=170973  Phone 706-206-5  TRACTOR FRIST  1992  COMPENSATION AGREEMENT  Soc. Sec. Feet. 109253=170973  Soc. Sec. Feet. 109253=170973  EQUIPMENT TOENTHICATION  COMPENSATION AGREEMENT  Soc. Sec. Feet. 109253=170973  Compensation of Lessee equipment identified below.  EQUIPMENT TOENTHICATION  COMPENSATION AGREEMENT  Soc. Sec. Feet. 109253=170973  EQUIPMENT TOENTHICATION  COMPENSATION AGREEMENT  Soc. Sec. Feet. 109253=170973  From all inconsideration of the same of 5  1804766  1992  COMPENSATION AGREEMENT  Soc. Sec. Feet. 109253=170973  From all inconsideration of the Lesson of the Compensation of Lessee with research of Lessee. Soc. Incompensation of the Compensation of the C	From		FE	BRUARY 2	1,2001 To	MARCH	31,2002		
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COMPENSATION AGREEMENT  TRACTOR FRITT 1992   1FUPASYB9NH   1UJ478   OK    COMPENSATION AGREEMENT  Tractor   FRITT 1992   1FUPASYB9NH   1UJ478   OK    COMPENSATION AGREEMENT  To and in consideration of the sum of \$	iereinalier callec	the LESSOH, be	ing the owne	r of or Lesse	e with right of release to	Lessee herein, the equ	ipment identified before	w.	
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EMINDER TO LESSEE: Motor carriers are required to use drivers who are qualified under the safety regulations at 49 CFR Secs. 391.63 at Iso, Section 395.8(j)(2) requires a motor carrier who uses a driver intermittently to obtain from that driver a signed statement giving the to uty during the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor of the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor of the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor of the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor of the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor of the immediately prior to beginning work for the motor of the immediately prior to beginning work for the motor of the immediately prior to beginning work for the motor of the immediately prior to beginning work for the motor of the immediately prior to beginning work for the motor of the immediately prior to beginning work for the motor of the immediately prior to beginning the total prior to beginning the total prior to beginning the total prior to beginning the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to begin the total prior to	be paid for th	13 361 VICE 13 W	111/	<del></del>					
SPECIAL INSTRUCTIONS: EIGHTY DOLLARS WEFKLY IS DEDUCTED FOR CARGO & LIABILITY INSURANCE LEASE, SSRS & INSURANCE COVERS THE ABOVE EQUIPMENT WHILE UNDER DISPATCH THRU B&J TOLLY.  ANY LOAD ADVANCED MORE THAN 40%, BROKERAGE INCREASES ANOTHER 5%.  N WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AT	addition, the L	_essee agrees to	pay Lessor	100	_ % of all detention ar	nd accessorial service of	charges.		
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City State Date (  Copyright 1998 & Publisher by 3 3 Kettlen's ASSOCIATES, Mich. Thornam Wesoneth Salot Joseph Tregulatory & Compliance - Publications Products & Services'  FORM NO	Copyright 1998 & Publi	SHER BY J D KELLER & ASSO	CIATES, INC Neena	n. Wisconsin 54967-03	Date.	<del></del>	-	FORM N	10. 82-FS-0

LESSEE COPY

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Eric	MCC	saniel	-	(49 C.F.R. PA	H1376)	[-		
						L.		
From	9-28-20	00		То	10-31-2	001		
This agreement i	is between (Nan	ne)B	J TRANS	FORTATION, INC. MARS PILL	0	(Diste) MCs!	-361382	
nereinatter called	I the LESSEE, a	a carrier engag	ed in the bus	iness of transporting pro	perty by motor vehicle, a	AND		
(Owner-Lessor's Address 370	Name) <b>G.C</b> O N CLASS	WOODY TRI EN BLVD 4	CKING.	INC. LAHOMA CITY	State OK 7	Sec./Fed. ID# 54-	1623688	
hereinafter called	the LESSOR, I	being the owne	r of or Lesse	e with right of release to	Lessee herein, the equi	ipment identified below.		
			EQ	UIPMENT IDEN	ITIFICATION			
EQUIPMENT (Tractor/Trailer)	MAKE	YEAR	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
TRACTOR	FEIL	2000		1FUPCSZB9YI 898959	3	10G205	OK	
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For and in consid	deration of the si	am of \$	CO	MPENSATION A	AGREEMENT	(6)	ents/cwt: cents/	Noaded mile).
it is hereby agre	ed that the Les	ssor shall leas	e the vehicle	or 90 % s identified below to Le and conditions set for	essee for use in loading	g and transporting suc	th property as	Lessee may
the same as if documents, Les	written below. see identification	Payment of son device and	aid compen other paper	sation is due and paya work concerning trip in	able to Lessor within the service of Lessee	15 days after submiss s. Such delivery docur	sion of necess ments and pap	sary delivery perwork shall
consist of log bo	ooks required b	by the D.O.T,	and those d	ocuments, listed as foll	lows, necessary for the	e authorized carrier to	secure paym	ent from the
- CAS	NEW 13 VEC	a.idicao	FOR FEE	ORTING & FAYME	INT OF ALL RUAL	O & PUEL TAXES	·	
TheGriv	ver			or loading & unloading t	the property onto and f	rom the motor vehicle.	. The compens	sation, if any,
to be paid for thi	is service is \$ .		n/a					
In addition, the L	_essee agrees	to pay Lessor	100	_ % of all detention and	d accessorial service c	harges.		
Also, Section 39	95.8(j)(2) requir	es a motor ca	rrier who us	ise drivers who are qua es a driver intermittentl e at which the driver wa	ly to obtain from that d	Iriver a signed stateme	ent giving the t	total time on
				RS WEEKLY IS D				
				THE ABOVE FOU 40%, BROKERAGE			THRU BEJ	TRANS.
IN WITNESS WH	KEREOF, THE F	ARTIES HER			Å	1. 1110	1 / / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1	
NEWPO		MAT	NE DE	Sign 9-28-2000	nature of Lessor X	Tr. 15 Francis	188	The second second

City

**Cupyright 1986 6 Putivished by; J. J. KELLER & ASSOCIATES, INC. - Neenell, Wilcomain 54957-0368

**Regulatory & Compliance - Publications, Products & Services**

To Reorder Cell: 1-600-327-0908

Signature of Lessee 2

FORM NO. 82-FS-C4 (Rev. 10/98)

Fram	9-11-	-00		То	3-31-01		- ——————	
rom This agreement is	between (Name	e)(DatB&dJ	TRANSPOR	RTATION, INC.		(Date) MC#	361382	4071
Address P.0	0. BOX 550	0	City MAI	RS HILL (Lessee)	State ME Zip	04758 Phon	e 207-368	-43/1
nereinafter called	the LESSEE, a	carrier engag	ed in the busir דר Rחידד	ness of transporting prop DBA SUITTER TE	erty by motor venicle, A RUCKTNG Soc.	ND Sec./Fed. ID#005-	-60-9879	
Address _3033	N WALNUT	_120E	City <b>QI</b>	CLAHOMA CITY	StateOK Zip	23105 Phor	ıe	
nereinafter called	the LESSOR, b	eing the owne	er of or Lessee	with right of release to L	essee herein, the equip	pment identified below.		
			EQ	UIPMENT IDEN	TIFICATION			
EQUIPMENT (Tractor/Trailer)	MAKE	YEAR	MODEL	SERIAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
TRACTOR	FRTL	1995		2FUPCXYB5SA 668333	10	10J518	OK	
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			CO	MPENSATION A	GREEMENT			
For and in consid	leration of the su	um of \$		or <u>88</u> %	of gross revenue, or \$	(c	cents/cwt; cents	s/loaded mile)
require for the ti	me period spec	cified and uni	der the terms	is identified below to Le and conditions set for	h below and on the re	everse side hereof wh	ich are made	a part hereor
				sation is due and paya work concerning trip in				
consist of log bo	ooks required t	by the D.O.T.	and those d	ocuments, listed as foll	ows, necessary for th	e authorized carrier t		
Subber OMNER	IS RESPO	NSIBLE F	OR REPOR	TING & PAYMENT	OF ALL ROAD &	FUEL TAXES.		
The <u>DRIV</u>			responsible f	or loading & unloading	the property onto and	from the motor vehicle	e. The compen	isation, if any
to be paid for thi	s service is \$ .	N/A						
In addition, the L	essee agrees	to pay Lessoi	100	% of all detention and	d accessorial service o	charges.		
REMINDER TO	LESSEE: Moto	or carriers are	required to a	ise drivers who are qua	dified under the estatu	regulations at 49 CE	2 Sacs 301 6	3 and 391 65
Also, Section 39	)5.8(j)(2) requir	es a motor c	arrier who us	es a driver intermittent	y to obtain from that of	driver a signed statem	ent giving the	e total time or
auty aunng the i	mmediately pre	ceaing / day	s and the tim	e at which the driver wa	is last relieved from di	uty prior to beginning i	work for the m	otor carrier.
SPECIAL IN	STRUCTION	VS: EIGHT	Y DOLLAR	S WEEKLY IS DEI	DUCTED FOR CAR	GO & LIABILIT	Y INSURAN	ICE.
HIS LEASE,	SSRS & I	NSURANCE	COVERS	THE ABOVE EQUITOR, BROKERAGE	PMENT WHILE UN	DER DISPATCH '	THRU B&J	TRANS.
				O/O/ DIVORDINGE .	LIVER CACCAGA ANOT	1 0	1 4 16	1
IN WITNESS WH	S AGREEMENT	AT	TETU HAVE	Sign	nature of Lessor X	Se land M	Juitte	20
NEWPORT,	MAIN	E		9–11 <b>–</b> 00	7	1000		
City		State	<del></del>	Sign	nature of Lessee X	Allo- for	MGC	
*Copyright 1998 & Zhiblis	solen by: 1 J. KELLER & AS gulatory & Scriptionice - Pub	SOCIATES, INC - Men	nuh, Wiscoman 54957 (c Inness		<b>עמ</b> ר		FORM	NO. 82-FS-C4
				たにゅうとに しく	J [ ]			(Rev. 10/98)

#### AGREEMENT TERMS AND CONDITIONS

WHEREAS, LESSEE is a Motor Carrier engaged in the transportation of property in interstate commerce and whereas Lessor is the owner of the motor vehicle equipment as described on the reverse side or is a Lessoe thereof with right of release to Lessoe therein and desires to lease and hire said motor vehicle equipment to Lessoe for the purpose of transporting freight thereon over the routes of Lessoe in accordance with the Terms and Conditions of this Agreement. Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

- 1. Lessor does hereby lease to Lessee the motor vehicle equipment as described on reverse side hereof:
- 2. It is understood that exclusive possession, control, use and responsibility for the operation of the equipment (including full responsibility to the public, the shippers, and all regulatory agencies having jurisdiction) shall be that of the Lessee from the time the Lessee takes possession of the equipment. The Lessee shall Issue the Lessor at that time a receipt specifically identifying the equipment to be leased and the date and time of day possession is transferred. The Lessee's exclusive possession, control, use and responsibility for the operation of the equipment shall last until:
  - (A) possession of the equipment is surrendered to the Lessor and the Lessor issues a receipt to the Lessee specifically identifying the equipment, date and time of day possession was returned to it; or
  - (B) until possession of the equipment is returned to the Lessor or given to another carrier in an interchange of equipment where such is contemplated. Such receipts may be signed by the Lessor and Lessee or their authorized representatives and a copy thereof shall be carried in the equipment while the equipment is in the possession of the Lessee.
- Lessee hereby agrees to pay Lessor compensation for the use of said motor vehicle and the transportation service performed as outlined on the reverse side hereof.
- 4. Lessee agrees to provide the Lessor whose compensation is based on a percentage of gross revenue, before or at the time of settlement, a copy of the rated freight bill, computer generated document, or in the case of a contract carrier another form of documentation that contains the same information. Furthermore, the Lessor has the right to examine the Lessee's tariff, regardless of the method of compensation.
- 5. Lessor agrees that he will at all times, during the existence of this agreement, keep said motor vehicle in good condition and repair. In addition, the Lessor agrees to pay for all fuel, fuel and mileage taxes (including New York Mileage taxes), empty mileage, permits of all types, tolls, ferries, and base plates and licenses (unused portions to remain with the Lessor). If the Lessee is authorized to receive a refund or a credit for base plates purchased by the Lessor from, and issued in the name of, the Lessee or if the base plates are authorized to be sold by the Lessee to another Lessor, the Lessee shall refund to the initial Lessor on whose behalf the base plate was first obtained a prorated share of the amount received.
- 6. Lessee further agrees that having assumed exclusive possession, control, use and responsibility for the operation of the equipment during the period of the lease. Lessee will comply with all laws, rules and regulations of the Federal Highway Administration, Department of Transportation or any other authority or administrative agency having jurisdiction over the operations of motor vehicles, individual state or Federal. Lessee agrees to maintain this lease on the equipment at all times during the lease term, or alternatively, maintain on the equipment the requisite identification statement called for by 49 C.F.R. § 376.71 (c).
- 7. Lessor agrees that it will indemnify Lessee through deduction or payment for any and all pilferage, spoilage, shortage, loss or damage to cargo, or for fines resulting from violation of any applicable Federal, state or municipal law or regulation which occur as a result of the negligence or alleged negligence of Lessor, its agents, servants or employees, provided that Lessee furnishes to Lessor, before any such deductions are made, a written explanation and itemization of the deductions computed. Except when the violation results from the acts or ornissions of the Lessor, the Lessee shall assume the risks and costs of fines for overweight and oversize trailers when the trailers are pre-loaded, sealed, or the load is containerized, or when the trailer or tading its otherwise outside of the Lessor's control, and for improperly permitted overdimension and overweight loads and shall reimburse the Lessor for any fines paid by the Lessor.
- Eessee agrees to provide all identification of equipment required by all government agencies. Lessor agrees to display on both sides of each leased vehicle operated under its own power, either alone or in combination, all such identification according to standards set by the government agencies and the Lessee. Those standards include, but are not necessarily limited to, the display of the name of the Lessee under whose authority the vehicle(s) is being operated and the certificate permit, or docket number assigned to such operating authority by the Federal Highway Administration, or any other number, name, or identifying device required by any other government agency. Such display of name and number shall be in letters and figures in sharp color contrast to the background and shall be readily legible during daylight hours from a distance of 50 feet while the vehicle is not in motion. Such display shall be kept in such manner as to remain so legible. The display may be accomplished through use of a movable device.
- 9. Lessee further agrees that this lease shall terminate at destination stated, and that Lessee will remove all signs, indications, or other evidence of name and certificate numbers belonging to Lessee before surrendering possession of equipment to Lessor. Lessor, however, agrees to assist the Lessee by removing for him all such identification and returning the same to the Lessee, or to obliterate fully and immediately all such identification upon termination of this agreement. In case of lost or stolen identification devices, a letter certifying its removal, will suffice.
- Lessee agrees to maintain insurance for the protection of the public in accordance with 49 C.F.R. § 387 Subpart C and 49 U.S.C. § 13906. However, Lessor hereby agrees that it will indemnify and save the Lessee harmless, through deduction or payment, for any and all claims suits, losses, fines, thefts, damages, liabilities, costs, or other expenses arising out of, based upon, or incurred because of injury to any person or persons or damage to property sustained or which may be alleged to have been sustained as a result of the use of the equipment leased hereby during the term of the lease by reason of any negligence or alleged negligence on the part of the Lessor, its agents, servants, or employees. Lessor further agrees to furnish Lessee a certificate of insurance naming Lessee as additional insured. Lessor agrees to obtain at his own expense bobtail and deadhead insurance. Insofar as damage to property is concerned, Lessee shall furnish to Lessor a written explanation and itemization of the deductions computed before such deductions are made. Nothing contained in this Paragraph 10 shall be construed to in advivery limit the liability of the Lessee to the public in connection with the use of said equipment under this lease.
- 11. Lessee agrees that the Lesser is not required to purchase or rent any product, equipment, or services from the Lessee as a condition of this agreement.
- 12. Lessor retains the status of an independent contractor to the Lessee Named, and Lessor further agrees to be responsible for and provide workers compensation coverage for all drivers furnished to Lessee. (Rev. 2/98)

#### CERTIFICATE OF SERVICE

This is to certify that on April 25, 2003, the undersigned sent, by the method indicated, the enclosed B & J Transportation, Inc.'s Supplemental Response to Second Request for Production of Documents, Docket No. FMCSA-2001-10358, to each of the parties listed below:

The Honorable Ronnie A. Yoder Chief Administrative Law Judge

Office of Hearings, M-20

Room 5411

US Department of Transportation

400 Seventh Street, SW Washington, DC 20590

**US DOT Dockets** 

US Department of Transportation

Washington, DC 20590

400 7th Street, SW, Room PL-401

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**Bruce Sargent** 

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Hand Delivery

Sharon C. Giggey,

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